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7 Attorneys for the Arizona State Board of Pharmacy

8
9 **BEFORE THE ARIZONA STATE BOARD OF PHARMACY**

10 In the Matter of

11 **Soheila Soraya**

12 Holder of License No. S009159
As a Pharmacist
13 In the State of Arizona and Principal
and Co-Owner of

14 **Sina Health, Inc.**

15 Holder of Permit No. W002468
16 Licensed Wholesaler
In the State of Arizona

Board Case No. 16-0002-PHR

**CONSENT AGREEMENT
FOR CIVIL PENALTY AND
INSPECTIONS**

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19 In the interest of a prompt and judicious settlement of this case, consistent with the
20 public interest, statutory requirements and the responsibilities of the Arizona State Board
21 of Pharmacy ("Board") under A.R.S. § 32-1901, *et. seq.*, Soheila Soraya ("Respondent"),
22 holder of Pharmacist License No. S009159 and as Principal of Sina Health, Inc. holder of
23 permit no. W002468 as a licensed Wholesaler in the State of Arizona and the Board enter
24 into the following Recitals, Findings of Fact, Conclusions of Law and Order ("Consent
25 Agreement") as a final disposition of this matter.
26

RECITALS

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2 1. Respondent has read and understands this Consent Agreement and has had
3 the opportunity to discuss this Consent Agreement with an attorney, or has waived the
4 opportunity to discuss this Consent Agreement with an attorney.

5 2. Respondent understands that she as Principal of Sina Health, Inc. has a
6 right to a public administrative hearing concerning this matter at which hearing she, as
7 Principal of Sina Health, Inc. could present evidence and cross examine witnesses. By
8 entering into this Consent Agreement, Respondent knowingly and voluntarily
9 relinquishes all right to such an administrative hearing, as well as rights of rehearing,
10 review, reconsideration, appeal, judicial review or any other administrative and/or
11 judicial action, concerning the matters set forth herein.

12 3. Respondent affirmatively agrees that this Consent Agreement shall be
13 irrevocable.

14 4. Respondent understands that this Consent Agreement or any part of the
15 agreement may be considered in any future disciplinary action by the Board against her
16 and/or Sina Health, Inc.

17 5. Respondent understands this Consent Agreement deals with Board
18 Complaint No. 4414 involving allegations of unprofessional conduct against Respondent
19 and Sina Health, Inc. The investigation into these allegations against Respondent and
20 Sina Health, Inc. shall be concluded upon the Board's adoption of this Consent
21 Agreement.

22 6. Respondent understands that this Consent Agreement does not constitute a
23 dismissal or resolution of any other matters currently pending before the Board, if any,
24 and does not constitute any waiver, express or implied, of the Board's statutory authority
25 or jurisdiction regarding any other pending or future investigation, action or proceeding.
26

1 7. Respondent also understands that acceptance of this Consent Agreement
2 does not preclude any other agency, subdivision, or officer of this State from instituting
3 any other civil or criminal proceedings with respect to the conduct that is the subject of
4 this Consent Agreement.

5 8. Respondent acknowledges and agrees that, upon signing this Consent
6 Agreement and returning this document to the Board's Executive Director, she, as
7 Principal of Sina Health, Inc. may not revoke acceptance of the Consent Agreement or
8 make any modifications to the document regardless of whether the Consent Agreement
9 has been signed by the Executive Director. Any modification to this original document is
10 ineffective and void unless mutually agreed by the parties in writing.

11 9. This Consent Agreement is subject to the approval of the Board and is
12 effective only when accepted by the Board and signed by the Executive Director. In the
13 event that the Board does not approve this Consent Agreement, it is withdrawn and shall
14 be of no evidentiary value and shall not be relied upon nor introduced in any action by
15 any party, except that the parties agree that should the Board reject this Consent
16 Agreement and this case proceeds to hearing, Respondent shall assert no claim that the
17 Board was prejudiced by its review and discussion of this document or any records
18 relating thereto.


19 10. If a court of competent jurisdiction rules that any part of this Consent
20 Agreement is void or otherwise unenforceable, the remainder of the Consent Agreement
21 shall remain in full force and effect.

22 11. Respondent understands that this Consent Agreement is a public record that
23 may be publicly disseminated as a formal action of the Board and may be reported as
24 required by law to the National Practitioner Data Bank and the Healthcare Integrity and
25 Protection Data Bank.

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2 12. Respondent understands that any violation of this Consent Agreement
3 constitutes unprofessional conduct and may result in disciplinary action. A.R.S. §§ 32-
4 1901.01(A)(5) and (18); and A.R.S. §32 - 1927(A) (1).

5 13. Respondent agrees that the Board will adopt the following Findings of Fact,
6 Conclusions of Law and Order.

7 ACCEPTED AND AGREED BY RESPONDENT

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9 
Sina Health, Inc.
By Soheila Soraya, R. Ph.

Dated: 11-17-15

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12 **FINDINGS OF FACT**

13 1. The Board is the duly constituted authority for licensing and regulating the
14 practice of pharmacy in the State of Arizona.

15 2. Respondent is the holder of Wholesaler permit no. W002468.

16 3. On or about April 24, 2015, the Board conducted an inspection of
17 Respondent.
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19 4. During the inspection, it was discovered that there was no temperature and
20 humidity recording devise or documentation available for review.

21 5. In addition, Respondent did not maintain copies of licenses for each
22 practitioner.
23

24 6. Further, during the inspection the Board's Compliance Officer noted
25 multiple opened manufacturer's containers. It was discovered that Sina was breaking
26 down manufacturer packaging and repackaging the drugs into emergency kits for several

1 5. On or about April 24, 2015, the Board conducted an inspection of the
2 wholesaler, Sina Health, Inc.

3 6. During the inspection, it was discovered that there was no temperature and
4 humidity recording device or documentation available for review.

5 7. In addition, Respondent did not maintain copies of licenses for each
6 practitioner.

7 8. Further, during the inspection the Board's Compliance Officer noted
8 multiple opened manufacturer's containers. It was discovered that Sina was breaking
9 down manufacturer packaging and repackaging the drugs into emergency kits for several
10 dental practices. At the time of inspection, Sina did not have a state-issued or FDA –
11 issued repackaging/manufacturing permit.

12 9. Respondent also lacked quality control policies.

13 10. During the Board appearance, Respondent, on behalf of Sina Health,
14 indicated she hired a consultant to address the deficiencies noted in the inspection report.

15 CONCLUSIONS OF LAW

16 1. The Board possesses jurisdiction over the subject matter and over
17 Respondent pursuant to A.R.S. § 32-1901 *et seq.*

18 2. The Board may discipline a pharmacist and/or a permittee who has engaged
19 in unprofessional conduct. A.R.S. § 32-1927(A) (1) and A.R.S.32-1927.02(A)(1).

20 3. The conduct and circumstances described above constitutes unprofessional
21 conduct pursuant to A.R.S. §§ 32-1901.01(A)(5) and (18) and A.R.S. §32-1901.01(B)(2)
22 and (19) as it is relates to Arizona Administrative Code R4-23-605(G)(2)(a)(i); A.A.C.
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1 R4-23-605(G)(2)(a)(ii); A.A.C. R4-23-604(A); A.A.C. R4-23-605(G)(2)(a)(vi); A.A.C.
2 R4-23-605(K)(1)(e)(i)(ii); and A.A.C. R4-23-605(K)(1)(d).

3 **ORDER**
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5 Based upon the above Findings of Fact and Conclusions of Law, IT IS HEREBY
6 ORDERED THAT:

7 1. Respondent, as Principal of Sina Health, Inc. shall pay to the Board the sum
8 of \$5,000.00 as a civil penalty for the above-referenced violations. The civil penalty shall
9 be paid in full to the Board within ninety (90) days of the effective date of this Consent
10 Agreement and Order. The effective date of this Consent Agreement is the date it is
11 signed by the Board's Executive Director.

12 2. During the next six (6) months, Respondent Sina Health, Inc. shall be
13 subject to and shall pass one (1) random unannounced inspection. Respondent shall bear
14 all costs associated with this inspection.

15 3. If the Board determines that Respondent has not complied with **all** the
16 requirements of this Consent Agreement, the Board, in its sole discretion, may institute
17 proceedings for noncompliance with this Consent Agreement, which may result in the
18 suspension or revocation of Respondent's license/permit.

19 4. **Within thirty (30) days of the effective date of this Consent Agreement,**
20 **Respondent shall provide to the Board a copy of the Consultant's Report prepared**
21 **for Respondent to address the noted deficiencies.**

22 5. Respondent understands that this Consent Agreement is a public record
23 that may be publicly disseminated as a formal action.

24 6. If Respondent violates this Order in any way or fails to fulfill the
25 requirements of this Order, the Board, after giving the Respondent notice and the
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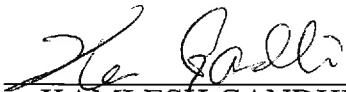
1 opportunity to be heard, may revoke, suspend or take other disciplinary actions against
2 Respondent's license. The issue at such a hearing will be limited solely to whether this
3 Order has been violated.

4 DATED this 18th day of November, 2015.

5
6 (Seal)

ARIZONA STATE BOARD OF PHARMACY

7
8
9 By:



10 KAMLESH GANDHI, PharmD
11 Executive Director

12 ORIGINAL OF THE FORGOING FILED
13 this 18th day of November, 2015, with:

14 Arizona State Board of Pharmacy
15 1616 W. Adams Street
16 Phoenix, Arizona 85007

17 EXECUTED COPY OF THE FOREGOING MAILED
18 BY CERTIFIED MAIL

19 this 8th day of January, 2016, to:

20 Soheila Soraya
21 8750 E. San Pedro Drive
22 Scottsdale, Arizona 85258
23 Respondent

24 Christine Cassetta
25 Attorney for Ms. Soraya
26 Quarles & Brady
One Renaissance Square
Two North Central Ave.
Phoenix, AZ 85004

1 EXECUTED COPY OF THE FOREGOING MAILED
2 this 8th day of January, 2016, to:

3 Jeanne M. Galvin
4 Assistant Attorney General
5 1275 W. Washington Street, SGD/LES
6 Phoenix, Arizona 85007
7 Attorney for the Board

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